

WELLS FARGO ARENA

SUITE LICENSE AGREEMENT (Founders Suite)

THIS LICENSE AGREEMENT ("Agreement" or "License") is made this 3 day of **January, 2012**, by and between GLOBAL SPECTRUM, L.P., a Delaware limited partnership (hereinafter referred to as "Operator"), tenant of the indoor sports and entertainment facility located at 233 Center Street, Des Moines, IA 50309, currently known as "Wells Fargo Arena" (hereinafter referred to as the "Facility"), and **Community Choice Credit Union**, a 501(c)(14) organized under the laws of the State of **Iowa** (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Operator manages and operate the Facility; and

WHEREAS, Operator is authorized to grant licenses for use, on an annual basis, of certain reserved, deluxe "Suites" located in various areas of the Facility and the various amenities provided incidentally therewith (collectively, "Premium Seating"); and

WHEREAS, Licensee desires to license certain of the Premium Seating for its own use at such times as the Facility is available for use by the sponsors of events to be conducted thereat;

NOW, THEREFORE, Operator and Licensee, intending to be legally bound hereby, mutually agree as follows:

I. Premium Seating Licensed. Operator hereby grants to Licensee the right to use the Premium Seating identified as **FOUNDERS SUITE #14**, located in the manner indicated on Exhibit "A" hereto, during the Term hereof (as hereinafter defined) and upon the conditions hereinafter provided.

II. Term of License. This License shall commence on the date first set forth above (hereinafter, the "Commencement Date") and shall continue in effect until and expire on **December 31, 2021** (the "Term"), provided that this Agreement shall automatically terminate without further action on either party's part in the event of a termination for any reason of the Naming,

Advertising and Sponsorship Agreement dated January 3, 2012 ("Sponsorship and Advertising Agreement") between Licensee and Operator, as agent on behalf of Polk County.

III. Security Deposit. The total sum of Three Thousand Dollars (\$3,000) ("Security Deposit") is due upon execution hereof. The Security Deposit shall be held to secure performance of Licensee's obligations hereunder. The Security Deposit shall be delivered to Operator and may be commingled with Operator's general funds. Licensee hereby acknowledges that no interest shall accrue on the Security Deposit. The unapplied portion of the Security Deposit, if any, shall be returned to Licensee upon the expiration of the Term provided that Licensee has complied with all of its duties and obligations hereunder.

IV. Annual Fee.

A. The term "License Year" as used herein shall be deemed to refer to the period beginning on the Commencement Date and ending on the following December 31st, and each subsequent twelve-month period during the Term beginning January 1st and ending December 31th. During each License Year of the Term, Licensee shall pay Operator an "Annual Fee". The Annual Fee shall be **\$0** (as this License is provided in connection with the Advertising and Sponsorship Agreement and included in the fees due to Operator thereunder).

B. Intentionally Deleted.

V. Included Events and Tickets. In each License Year during the Term, the Operator shall provide the following services and rights to Licensee with respect to tickets for use in connection with the Premium Seating which is the subject matter hereof (hereinbefore and hereinafter referred to as "Included Events"):

A. An admission ticket to which this Agreement applies (i) pre-season and regular season games of the Iowa Barnstormers AFL Football

Team (the "Football Team") and the Iowa Energy NBDL Basketball Team (the "Basketball Team") played at the Facility and (ii) subject to the remainder of this Section V.A, all other commercial entertainment and sporting events that are held from time to time at the Facility, except for (a) home games played at the Facility by any professional sports team other than the Football Team or the Basketball Team, (b) post-season games of the Football Team and the Basketball Team (the events described in subsection (a) and (b) are referred to, collectively, as "Non-Included Events"), and (c) events held under the auspices of an organization, association or entity which has reserved unto itself the right to control the use of Premium Seating. Notwithstanding the foregoing, in the case of multiple session Included Events (i.e. Included Events held at the Facility for more than one session), Licensee shall be entitled to an admission ticket for each seat to which this Agreement applies for only one (1) session of each such event, as determined by Operator in its sole discretion.

B. Licensee shall have the exclusive opportunity to purchase, at then-applicable prices, admission tickets for each seat to which this Agreement applies for all Non-Included Events, and for all sessions of multiple session Included Events for which Licensee is not otherwise entitled to receive tickets under Section V.A. above, except events held under the auspices of an organization, association or entity which has reserved unto itself the right to control the use of Premium Seating.

C. Should the view from Licensee's Premium Seating be obstructed by reason of the manner in which any Included Event is produced, Licensee shall be provided, for no additional charge, tickets in the general seating areas of the Facility, equal in number to those to which it would otherwise be entitled pursuant to this License, with such tickets to be in the highest priced category applicable to the event. Should the view from Licensee's Premium Seating be obstructed by reason of the manner in which any Non-Included Event for which Licensee otherwise would have the right to purchase tickets under Section V.B. above is produced, Licensee shall be provided with the opportunity to purchase tickets in the general seating areas of the Facility, equal in number to those to which it would be otherwise entitled pursuant to this License, with such tickets to be in the highest priced category applicable to the event.

D. Operator makes no representation or warranty concerning the number, nature or quality of events to be held at the Facility during the Term hereof and, except to the extent

provided in Section IV.A., Section XII.D. and Section XIII, there shall be no reduction, abatement or refund of any amounts payable by Licensee hereunder or under the Advertising and Sponsorship Agreement due to the number, quality, nature or cancellation of events thereat, and Licensee specifically acknowledges that either (or both) of the Basketball Team and Football Team may at any time cease playing games at the Facility and Licensee shall have no recourse in such event, except that in the event both the Football Team and the Basketball Team permanently cease utilizing the Facility as the site of substantially all of their regular season and post-season "home" games during the Term, then, at Licensee's option, this License shall terminate at the conclusion of the License Year in which the Football Team and the Basketball Team last utilize the Facility as its "home" venue, without further right or duty on the part of Operator or Licensee.

VI. Operator's Other Obligations. During the Term of this Agreement, Operator shall afford Licensee the following additional rights:

A. The sole and exclusive use of Licensee's Premium Seating in connection with the Included Events, subject to the terms, conditions and limitations contained herein; and

B. Each and all of the amenities established by Operator set forth on Exhibit "B" hereto, incorporated herein by reference.

VII. Use of Premium Seating. The Licensee agrees as follows:

A. The Licensee shall use and occupy the Premium Seating solely for observance of events at the Facility and in accordance with the terms and conditions of this License, with all governmental laws and orders and with such rules and regulations as Operator may promulgate from time to time (the "Rules"). Licensee's right to use the Premium Seating during the Term of this License shall be at all times conditioned upon strict compliance with all of the terms and conditions contained herein and in the said Rules, and Licensee's failure to comply with such laws, orders, terms, conditions and Rules shall constitute a material breach hereof.

B. Operator shall open Licensee's Suite prior to the Included Events but Licensee's right of access thereto for any event shall be solely by presentation of tickets for such event, it being understood that Operator shall furnish Licensee with tickets for events in accordance with the provisions of Section V hereof. Tickets will be made available by Operator to the Licensee prior to each applicable event,

in accordance with the procedures to be established by Operator and in the Rules, if any.

C. Licensee shall not bring or permit its guests and invitees to bring any food or beverage whatsoever into the Premium Seating area; all food and/or beverage used or required therein shall be obtained only from Operator or a concessionaire designated by Operator, at Licensee's sole expense, in accordance with the Rules established by Operator. Upon presentation of invoices relating thereto, Licensee shall promptly pay all amounts due on account of food, beverage and related services provided to Licensee in connection with use of the Premium Seating.

D. Licensee and Licensee's guests and invitees shall at all times maintain proper decorum while using the Premium Seating and shall not attach or display any signs, advertisements, notices or other items in or around the Premium Seating area without the prior written consent of Operator.

E. Licensee shall not install or permit the installation of any video or audio recording equipment in the Premium Seating and neither Licensee nor any guest or invitee of Licensee will at any time tape or otherwise copy any portion of any event broadcast in the Premium Seating by means of closed circuit television or any other means.

F. Licensee shall not cause any decorating or structural changes to be made to the Premium Seating without first obtaining the prior written consent of Operator.

G. At all times, Licensee shall restrict occupancy of the Suite to no more than twenty (20) persons.

VIII. Care of Premium Seating Area; Condition at Expiration of Agreement.

A. At all times during the Term of this Agreement, Operator shall provide such normal maintenance as is required in the Premium Seating area as a result of ordinary wear and tear, and Operator shall provide cleaning services in the Premium Seating area after each use thereof.

B. Upon the expiration of the Term of this Agreement, Licensee shall return the Premium Seating to Operator broom-clean and without damage, reasonable wear and tear excepted.

IX. Right of Entry.

A. Operator and its employees, agents and/or other designees shall have the right to enter the Premium Seating area in order to (a) perform any duties required to be performed by Operator hereunder and for any and all purposes related thereto, and (b) investigate any suspected violations of the provisions of this Agreement, the Rules or any applicable governmental laws or regulations.

B. Operator and its employees, agents and/or other designees shall have the right to utilize Licensee's Premium Seating as Operator deems appropriate, but only in connection with events where such Premium Seating is not licensed to Licensee pursuant to the terms hereof.

X. Assignment or Subletting; Sale of Tickets.

A. Licensee shall have no right to assign this License or sublicense the Premium Seating without Operator's prior written consent, which consent may be withheld in Operator's sole discretion. Notwithstanding the foregoing, after written notice to Operator, Licensee may assign this License or sublicense the Premium Seating to its subsidiaries or to persons and/or entities with which it is affiliated by reason of common ownership or control, but in no event shall such an assignment or sublicense relieve Licensee of the obligations undertaken herein.

B. Licensee shall not sell, resell or attempt to sell or resell any tickets issued thereto pursuant to the terms of this License except to its subsidiaries or to persons and/or entities with which it is affiliated by reason of common ownership or control. Any non-permissible sale or resale of tickets shall be deemed a material breach hereof.

XI. Insurance.

A. Licensee shall obtain, at its expense, and maintain throughout the Term of this License, public liability insurance (including protection against fire legal liability, premises liability, products liability, host liquor liability, and such other perils as are customarily included in a comprehensive policy of public liability insurance) from a recognized insurance carrier authorized to transact business in the State of Iowa, with a current rating of at least A-VIII in the A.M. Best's Manual, which provides coverage of not less than One Million (\$1,000,000.00) Dollars per incident against any claims, suits, loss and damage arising out of Licensee's use of the Suite. Such insurance shall name Operator and Polk County, Iowa (the "County"), and their designated lenders (if any), as Licensee's additional insureds under the policy and shall provide that coverage remains in full force and effect

notwithstanding any insured's waiver of a right of action against any party prior to the occurrence of a loss. The insurance required by this section shall be endorsed to be primary and not contributory with any valid and collectible insurance of Operator or Tenant.

B. As proof of the insurance required above, a certificate of insurance and evidence of paid premium shall be submitted by Licensee to Operator on or before the Commencement Date or upon demand by Operator (whichever is earlier), and any such policy shall require at least thirty (30) days' written notice by certified or registered mail to Operator of any cancellation thereof or change affecting the coverages thereunder.

XII. Waiver, Indemnification and Damage.

A. Operator shall not be responsible for theft or any other loss or mysterious disappearance of any of the property of Licensee or Licensee's guests and invitees from in and around the Premium Seating which is the subject matter of this License.

B. Except in connection with Operator's use of Licensee's Premium Seating pursuant to Section IX.B. above, Licensee shall hold and save Operator, the County and each of their designated lenders (if any) and their successors and assigns, and their respective officers, agents, employees or servants harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within Licensee's Premium Seating area, except for liability that Licensee can demonstrate resulted solely from any negligent or intentional act or omission of Operator, its employees or agents. Licensee shall, at Licensee's own cost and expense, defend and protect Operator, the County, and each of their designated lenders (if any), and their successors and assigns against any and all such claims or demands.

C. Licensee shall reimburse Operator for any destruction of or damage to the Premium Seating area or any of Operator's or Tenant's property situated in or about the Facility, which is caused by Licensee, its guests or invitees.

D. If Licensee's Premium Seating shall be destroyed or shall be damaged so as to become untenable and Tenant does not elect to restore or repair the Premium Seating, this License shall then terminate.

XIII. Force Majeure. Except to the extent specifically provided in this License, Operator shall not be responsible to Licensee (through a refund of any

payments due under the Advertising and Sponsorship Agreement or through any other means) for the cancellation or non-performance of any event scheduled at the Facility, or for the inability of Licensee to otherwise use the Premium Seating, where the cancellation, non-performance or other inability is due to any cause or circumstance beyond Operator's reasonable control, whether caused by reason of labor dispute, weather, inability to procure materials, failure of utilities, government action or requirements or otherwise. Notwithstanding the foregoing, in the event such a force majeure condition continues for thirty (30) or more consecutive days and materially affects the rights and benefits afforded to Licensee hereunder, the consideration payable hereunder shall be equitably adjusted, as determined by Operator, in its reasonable discretion. Moreover, in the event Licensee has purchased tickets for additional events pursuant to Section V.B. or V.C. hereof, Operator shall be obligated to refund to Licensee such amounts as are actually paid for tickets to additional events not held as scheduled.

XIV. Default and Termination. Licensee's failure to make timely payments of all sums due hereunder or failure to strictly comply with any of the terms and conditions herein contained or any of the Rules promulgated pursuant hereto shall constitute a default hereunder. Upon the occurrence of such a default, Operator shall provide written notice thereof to Licensee, whereupon Licensee shall proceed immediately to cure or remedy such default within fifteen (15) days after receipt (or refusal to accept receipt) of such notice. If Licensee fails to remedy the default within said 15-day period, then, Operator shall have the right to terminate this License and all further obligations hereunder and shall have the further right to enter and take possession of the Premium Seating and to compel Licensee to return any tickets for events then in its possession. In the event of such termination, Operator may offset the Security Deposit it holds against any of Licensee's obligations to Operator or Operator's concessionaire hereunder. Any default by Licensee under the Sponsorship and Advertising Agreement shall be deemed to be a default under this License, and, as set forth above, any termination of the Sponsorship and Advertising Agreement for any reason shall effectuate an automatic termination of this Agreement.

Notwithstanding the foregoing, Licensee shall have no right to cure any default resulting from a breach of the provisions of Section X.A., Section X.B., Section XII.B. or Section XII.C. hereof, and any such breach shall entitle Operator to terminate this License forthwith.

XV. Miscellaneous.

D. This License may be executed in one or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute the same instrument.

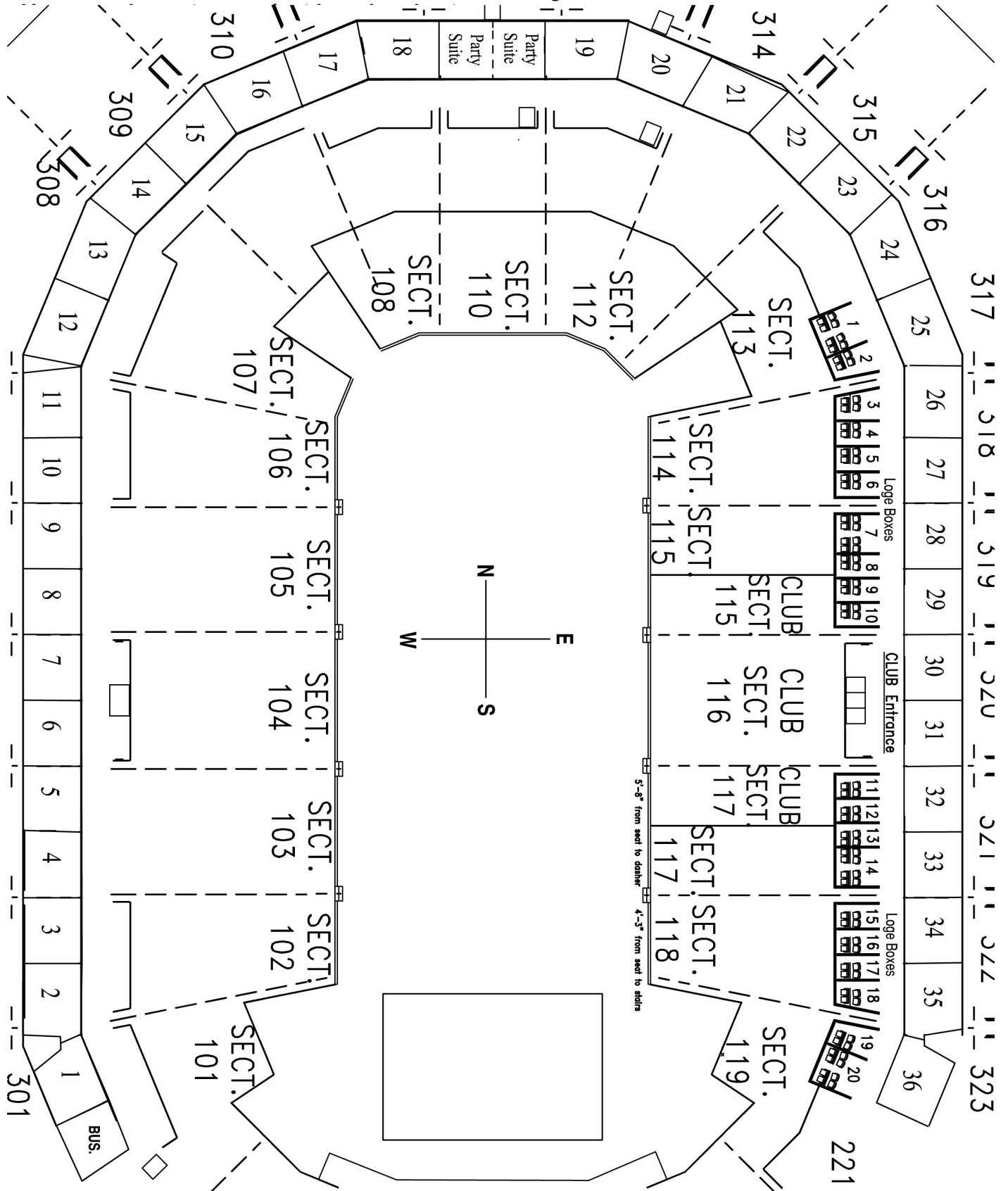


EXHIBIT "B"

AMENITIES PERTINENT TO SUITES

I. Suite Fit-Out

Licensee's suite shall be provided with the following:

- 12 Luxury seats
- 5 Bar Stools
- 2 Guest Passes
- Wet bar facility
- Food service area
- Closed circuit and regular channel (2) color televisions
- Private Restrooms on the Level
- Refrigerator
- Lounge furniture
- Telephone service

II. Other Amenities

As a Suiteholder, Licensee shall be provided with the following amenities during the Term of the License, subject to the terms and conditions of the attached License:

- Twenty (20) Tickets to each Arena Football Game and Energy Basketball Game.
- Twenty (20) Tickets to each special event held inside the Arena (per the terms of the contract)
- Five (5) VIP parking spaces in a surface lot for all Facility events to which this License applies
- Concierge service
- Dedicated VIP ticket will-call